

THOMAS E. FRANKOVICH (State Bar #074414)
 THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION
 4328 Redwood Hwy, Suite 300
 San Rafael, CA 94903
 Telephone: 415/444-5800
 Facsimile: 415/674-9900
 E-Mail: tfrankovich@disabilitieslaw.com

Attorney For Plaintiff, HOLLY CASH

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

HOLLY CASH,

Plaintiff,

v.

EL PALACIO LATINO RESTAURANT;
 ARMANDO MOLINA

Defendants.

CASE NO. CV-14-01162-KAW

**STIPULATION OF DISMISSAL AND
~~PROPOSED~~ ORDER THEREON**

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

///

1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
2 their designated counsel that the above-captioned action become and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

4 This stipulation may be executed in counterparts, all of which together shall constitute
5 one original document.

6
7 Dated: July 2, 2015

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

8
9 By: /s/ Thomas E Frankovich
Thomas E. Frankovich
10 Attorney for Plaintiff HOLLY CASH

11
12 Dated: July 2, 2015

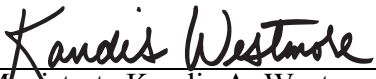
Jeffer Mangels Butler & Mitchell LLP | JMBM

13
14 By: /s/ Stuart K. Tubis
Stuart K. Tubis
15 Attorneys for Defendants EL PALACIO LATINO
16 RESTAURANT; ARMANDO MOLINA

17
18 **ORDER**

19 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
20 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
21 purpose of enforcing the parties' Settlement Agreement and General Release should such
22 enforcement be necessary

23 Dated: 7/6, 2015

24 
25 Magistrate Kandis A. Westmore
MAGISTRATE
26 UNITED STATES ~~DISTRICT~~ JUDGE